



INFORMAL SOLICITATION # 1064120

AP1-10 Custodial Services Using Disabled (Capable Vocational Trainees and Supervisors) for the Meter Shop & the Silver-Spring Sales Office

**Montgomery County Government
Department of Transportation,
Division of Parking Management Services
05/27/2016**

SUBMISSION DEADLINE: 06/10/2016 AT 2:00 PM

Parking Management Services is soliciting bids for AP1-10 Custodial Services Using Disabled (Capable Vocational Trainees and Supervisors) for the Meter Shop & the Silver-Spring Sales Office. Bids must be returned no later than the date and time listed above.

The following pages contain term, special conditions, and scope of services for this Informal Solicitation.

You may **email or fax your bid back to** anthony.ravello@montgomerycountymd.gov or (301) 565-7391 (Fax) to Parking Management Service attention Anthony Ravello provided that the bid is received **before Submission Deadline**. Parking Management Services has the right to oversee the submission deadline of each bid and will determine what bid will be accepted.

You have any questions regarding the specifications, please call Anthony Ravello, Program Specialist, Montgomery County Department of Transportation, and Division of Parking Management Services (between 8am – 2pm) at (240) 777-2087, or email Anthony Ravello using anthony.ravello@montgomerycountymd.gov.

Local Small Business Reserve Program (LSBRP) Notice

INFORMAL # 1064120

AP1-10 Custodial Services Using Disabled (Capable Vocational Trainees and Supervisors) for the Meter Shop & the Silver-Spring Sales Office

This solicitation is reserved for only **application submitted/certified** status local small businesses timely registered with the County's LSBRP. This solicitation thus comes under County Code, sections 11B-17A; 11B-65; 11B-70 and Executive Regulation 21-05AM. These documents can be accessed through the LSBRP web site at (www.montgomerycountymd.gov/LSBRP).

LSBRP criteria are based on a firm's location, ownership status, number of employees and annual revenue amount, submitting a bid/proposal constitutes willfully stating your firm is an **application submitted/certified** Local Small Business. Therefore, if you wish to submit a bid/proposal for this solicitation adhering to the LSBRP, you must:

1. Submit an application as a LSBRP firm prior to the bid's/proposals due date. If your LSBRP status is not **application submitted/certified** in our database prior to the bids/proposal's due date and time, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from consideration. Go to the LSBRP web site (www.montgomerycountymd.gov/LSBRP) and follow the instructions under "Register."
2. After the informal solicitation closes and upon notification by the County, you must provide within three (3) business days the LSBRP documentation of:
 - all of its business location(s) (if more than one),
 - number of employees by location
 - annual gross revenue of the business for the past three fiscal years.(The preferred documents are copy of a lease, Maryland Unemployment Insurance Contribution Report (summary or quarterly), and Financial Statement/Tax Returns. At the discretion of the LSBRP, an alternative type of documents might be accepted.)

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

If, after receipt of these documents, the LSBRP finds that your firm does not meet the LSBRP requirements, then your bid will be deemed non-responsive and rejected or your proposal will be deemed unacceptable and removed from further consideration. For questions, contact the LSBRP (240-777-9913).

1. The General Conditions of Contract Between County and Contractor shown in the Request For Quotation.
2. The Special Terms and Conditions.
3. The Specifications/Scope of Work shown in this Request For Quotation.
4. This "Solicitation, Bid and Award Sheet", the attached RFQ and Quotation Sheet.

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>In compliance with the above, the undersigned agrees, if this bid is accepted to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the delivery schedule.</p> <p>CHECK APPROPRIATE PAYMENT PROVISION: Discount for prompt payment _____%-30 calendar days. Other: _____% _____ calendar days, Net ____calendar days</p> | <p>NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS</p> <p>The correct legal business name of the bidder must be used. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law. The bidder's signature must conform to the following: All Signatures must be made by an authorized officer, partner, manager, member or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|--------------------|----------------|
| CONTRACTOR'S NAME: | TELEPHONE NO.: |
| ADDRESS: | FAX NO.: |

| | |
|-----------------------------------------------------------------------|-------|
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN CONTRACT (TYPE OR PRINT): | |
| SIGNATURE: | DATE: |

TABLE OF CONTENTS

| | |
|-------------------------|---|
| Cover Page | 1 |
| LSBRP Notice (PMMD-173) | 2 |
| Award Sheet | 3 |
| Table of Contents | 4 |
| Quotation Sheet | 5 |

SECTIONS

| | | |
|-----------|-------------------------------------------------------------------------------|----|
| Section A | <u>General Conditions of Contract Between County and Contractor (PMMD-45)</u> | 6 |
| Section B | <u>Special Terms and Conditions</u> | 13 |
| Section C | <u>Specifications/Scope of Work</u> | 21 |

ATTACHMENTS

| | |
|------------------------------------------------------------------------------------------------------------------------------------|----|
| A. Daily Inspection Reports | A1 |
| B. Weekly Inspection Reports | B1 |
| C. Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor (PMMD 177) | C1 |
| D. Minority, Female, Disabled Person Subcontractor Performance Plan (PMMD-65) | D1 |
| E. Mandatory Insurance Requirements | E1 |

QUOTATION SHEET

DAILY CLEANING

| Location <u>Name</u> | Square <u>Feet</u> | x | Daily Cost <u>Per Sq. Ft</u> | Total Daily <u>Rate</u> | X | Days Per <u>Year</u> | Daily Cost <u>Per Year</u> |
|----------------------------------|-----------------------|---|---------------------------------|----------------------------|---|-------------------------|-------------------------------|
| 1. Silver Spring Sales Office | 1,701 | x | \$_____ | \$_____ | x | 250 | \$_____ |
| 2. Meter Shop | 3,000 | x | \$_____ | \$_____ | x | 250 | \$_____ |

WEEKLY CLEANING

| Location <u>Name</u> | Square <u>Feet</u> | x | Weekly Cost <u>Per Sq. Ft</u> | Total Weekly <u>Rate</u> | x | Weeks Per <u>Year</u> | Weekly Cost <u>Per Year</u> |
|----------------------------------|-----------------------|---|----------------------------------|-----------------------------|---|--------------------------|--------------------------------|
| 3. Silver Spring Sales Office | 1,701 | x | \$_____ | \$_____ | x | 52 | \$_____ |
| 4. Meter Shop | 3,000 | x | \$_____ | \$_____ | x | 52 | \$_____ |

UNSCHEDULED PROJECTS

| | | | | |
|-------------------------|------------------------------|---|----------------------|---------|
| 5. Stripping and Waxing | Unit Price \$_____ / Sq. Ft. | x | 3,185 (Award Factor) | \$_____ |
| 6. Carpet Cleaning | Unit Price \$_____ / Sq. Ft. | x | 1,516 (Award Factor) | \$_____ |

TOTAL AGGREGATE BID PRICE

\$_____

Instruction: Enter your Daily/Weekly price per squarefoot (Sq. Ft.). Then multiply the number of square feet by your Daily/Weekly Cost per squarefoot. Enter the results of #1 and #2 into the space entitled "Total Daily/Weekly Rate" Multiply Total Daily/Weekly Rate by Days per year to yield the Daily/Weekly Cost per year.

NOTE: AWARD WILL BE MADE BY THE TOTAL AGGREGATE BID PRICE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

Informal # 1064120
GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Office of Procurement;

Informal # 1064120

- (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Informal # 1064120

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|--------------------|-------------------|
| Workers Compensation (for contractors with employees) | | | | |
| Bodily Injury by Accident (each) | 100 | 100 | 100 | See Attachment |
| Disease (policy limits) | 500 | 500 | 500 | |
| Disease (each employee) | 100 | 100 | 100 | |
| Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors | 300 | 500 | 1,000 | See Attachment |
| Minimum Automobile Liability (including owned, hired and non- owned automobiles) | | | | |
| Bodily Injury each person | 100 | 250 | 500 | See Attachment |
| each occurrence | 300 | 500 | 1,000 | |
| Property Damage each occurrence | 300 | 300 | 300 | |
| Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000 | 250 | 500 | 1,000 | See Attachment |

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

Informal # 1064120

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|--------------------|-----------------------|
| Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability | 300 | 500 | 1,000 | See Attachment |

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

28. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

29. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for

Informal #1064120

reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

30. TIME

Time is of the essence.

31. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

32. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

SECTION B - SPECIAL TERMS AND CONDITIONS

1. ADD OR DELETE

The County may ADD or DELETE a facility for service under this contract. The County may change the contract Requirements relative to the type of service, square footage (sf), and number of days required for service to a facility. The County may effect such changes commensurate with execution of the contract or any time during the term of the Contract. Additions/Deletions or reductions in quantities of service may be performed by the County unilaterally and without incurring any liability for the change. Addition of a Facility- In the event the County adds a facility for servicing under this contract, the unit price for services as listed on the applicable quotation sheet will be applied. The Contractor will be notified in writing and the effected change will become part of the purchase order document. Unit Changes - In the event the County changes the requirements of service relative to square feet of a facility, days of routine cleaning or unscheduled projects at a facility, the unit price listed on the applicable bid quotation sheet(s) will be used to determine the service cost for the facility.

2. ANNUAL PRICE ADJUSTMENT

Prices quoted are firm for a period of one year after execution of the contract. Any request for a price adjustment, after this one year period, are subject to the following:

- Approval or rejection by the Director, Office of Procurement or designee.
- Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- May not be approved in an amount that exceeds the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS, unless a commodity or service group is specifically stated on the Bid Cover Sheet.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the contractor's request.
- Must be executed by written contract amendment.

3. QUESTIONS

All technical and non-technical questions pertaining to this Informal should be directed to Mr. Anthony Ravello. His contact info is listed on page 1.

4. CONTRACT ADMINISTRATOR

The Contract Administrator will be Charles Menter (PMII). The Contract Administrator or authorized representative shall be responsible for:

- A. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used.
- B. Approving the Contractor's maintained record of time and material used for the job. The Administrator must sign and date these records.
- C. Approving the rental of equipment and/or tools that may be considered "not customary" to the trade.
- D. Inspecting all work performed and authorizes payment upon acceptance.

5. CONTRACT TERM

The term of the contract is for **1 (ONE)** year, which begins immediately after the expiration of the existing AP1-10 Custodial Services Using Disabled (Capable Vocational Trainees and Supervisors) for the Meter Shop & the Silver-Spring Sales Office contract (number 1028803) on July 29, 2016, and is only authorized by the signature of the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for **2 (TWO)** additional one-year periods.

6. CONTRACT VALUE

This is a Requirements Contract for providing a readily available source to serve at the County's discretion for the services specified. The estimated annual expenditure for such requirements as stated in the SCOPE OF WORK represents only the County's best estimates, and is not to be taken as a guarantee of any specific dollar expenditure.

In addition, any jobs estimated to exceed \$15,000.00 will not normally be performed under this contract and, instead, may be subjected individually to competitive bidding procedures. Such determination will be made by the Director, Department of Transportation, when determined to be in the County's best interest.

7. CONTRACTOR RESPONSE

In an emergency, the Director, Department of Transportation, or a designated representative may place a call, day or night, against this contract and the Contractor shall respond within a two (2) hour period to affect repairs/replacement as required. This provision will be used only during a Civil Defense Operation or when any of the County's vital services are impaired, such as those of the Fire, Police, or Health Departments, or Detention Center. The County will have a representative on the project that will be responsible for advising the Contractor of the problem and signing off on the Contractor's record of time and materials. The Contractor shall provide a phone number for emergency use outside normal business hours. In other than an emergency situation as described above, the Contractor is expected to respond within a twenty-four (24) hour period to calls for service.

8. CORRECTION OF WORK AFTER FINAL PAYMENT

The Contractor shall remedy any defects due to faulty material or workmanship and pay for any damage to other work resulting there from, which shall appear or occur within the guarantee period beginning with the date of final payment, or from the date of the County's substantial usage of the project, whichever is earlier. The County shall give notice of observed defects with reasonable promptness.

9. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all work condemned by the County as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute condemned work in accordance with the contract and without expense to the County and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

10. DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivery of Supplies, Material, Equipment and/or Services by any act or neglect of any separate Contractor employed by the County, or by changes ordered in the Supplies, Materials, Equipment and Services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

11. DELIVERY INSTRUCTIONS

All deliveries are to be made to the locations identified and listed on the bid and are to be coordinated and scheduled with the individuals as indicated.

12. FAILURE TO PERFORM/DELIVER

In the event of a Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials and/or services, and to charge as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this contract, or any other contract with the County. Alternatively, the County may assess liquidated damages at the rate of 1% per day of the cost of such item or service for each day of delay beyond the established delivery date. No payment will be allowed to the Contractor for work furnished on any job assigned under the following conditions: The Contractor's employee does not have the necessary or properly operating equipment, supplies, or materials to perform the scheduled work as determined by the County. The job assignment is not performed in accordance with the specifications as determined by the County. The County reserves the right to require correction of non-performance within 24 hours or sooner, depending upon urgency. Recurring non-performance will be a basis for considering termination of the contract.

13. INVOICES

All true and corrected invoices are to be sent to:

Anthony Ravello
Parking Maintenance Services
1109 Spring Street, Suite 407
Silver Spring, MD. 20910

The Contractor will submit an invoice for the previous month's work to Parking Maintenance Services, Division of Parking Management. All invoices must be itemized by facility and in accordance with the contract's unit price as listed on the Quotation Sheet. The invoices must list the contract number. Failure of the Contractor to list the contract number may cause delay in the payment of the invoices. The County will pay the Contractor within thirty (30) days from receipt of an acceptable invoice. Those invoices not acceptable to the County will be returned to the Contractor for correction and will be paid within thirty (30) days from the resubmission day. Verification of completion of all Cleaning and service operations will be pre-requisite for a month cleaning, and service operations will be pre-requisite for a month payment to the Contractor.

14. LABOR COSTS

The labor costs for other than normal straight time shall be billed to the County in accordance with labor agreements or the effective company policy. Said labor costs shall be adjusted to reflect only those actual costs paid or accrued by the Contractor and shall include the same rate percent (%) of profit as is included in the straight time labor rate.

15. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the Contractor but subject to the inspection of the Contract Administrator or the authorized representative, who may require the Contractor to correct defective workmanship and materials without cost to the County.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

16. METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the contractor(s). If blanket purchase order(s) is/are issued, written individual releases against such blanket order(s) will be made by the using agency as required. Issuance of all purchase orders will be contingent upon appropriation of funds by the Montgomery County Council and encumbrance of such funds after July 1 of each year, as provided by the Montgomery County Code.

17. NET PRICES

Prices are net, inclusive of all charges for transportation FOB Destination, freight prepaid and allowed, and inside delivery. Prices are less Federal, State, and Local taxes. Prices must include all cleaning equipment, cleaning tools, appliances, training and labor in the performance of all Routine Cleaning and Unscheduled Projects work.

18. ORDERING TERMS

Orders placed before, but delivered after the effective termination date of the contract, are to be honored with all terms, conditions and prices of the contract in effect until the final delivery and/or installation is made and accepted by the County.

19. PROTECTION OF EXISTING FACILITIES

The Contractor shall take all necessary precautions during the period of service to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor or subcontractor's employees and shall repair or replace, at the Contractor's own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor or subcontractor's employees.

20. PURCHASE OF GOODS BY NON-PROFIT ORGANIZATIONS

Pursuant to the requirements set forth in the Montgomery County Code, Chapter 11B-49, the Contractor agrees to extend the same terms, conditions and prices for the goods provided by the Contractor pursuant to this contract to those Non-

Profit organizations which may need the goods in order to perform a contract with the County. Non-Profit Organizations are defined as those organizations that are exempt from taxation under Section 501(c) (3) of the Internal Revenue Code but are not defined as a "public entity" under subsection (n) of Chapter 11B-1 of the Montgomery County Code.

21. PURCHASE ORDERS/JOB RELEASES

Prior to the commencement of work, THE DIRECTOR, DEPARTMENT OF TRANSPORTATION or authorized representative, shall authorize each project (job). Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, estimated value (from Estimate to Complete), and the name of the individual designated as the Contract Administrator.

22. QUANTITIES

It is estimated that yearly expenditures under this contract will approximate the quantities listed on the Quotation Sheet. Under the terms of this Invitation, however, the resultant contract shall be considered a "requirements-type" contract only. No guarantee of purchases of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

23. SAFETY STANDARDS

The vehicles/equipment, to include components, furnished under these specifications shall comply with all applicable Federal and Maryland State Standards.

24. SERVICE

The Contractor must be able to provide a qualified local service facility offering a fixed cost annual maintenance agreement (parts and labor) for on-site repairs. The cost of such Annual Maintenance, the location of the service facility, average response time, and contact person is to be included in the appropriate spaces in the Solicitation, Bid, and Award Sheet.

25. SITE INSPECTION

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in the invitation. Site inspections may be arranged by calling the individual named on the Bid Cover Sheet.

26. TRAVEL TIME

No payment for travel time to or from job site shall be charged. Charges begin when Contractor arrives at each job site and end when crew leaves each job site. The Project Coordinator or Contract Administrator will verify time records.

27. WARRANTY

The manufacturer shall provide, with the bid submission, a detailed listing of items that will be covered under the provision of warranty. The terms of warranty shall include period of warranty both in mileage and time. In addition, the manufacturer is to provide a list of the number of dealers as indicated on the Bid Cover Sheet, other than the selling dealer, within the stated miles radius of Rockville, Maryland that will provide priority warranty repair.

28. PAYMENTS

- a. Routine Cleaning: Verification of completion of all routine cleaning tasks will be prerequisite for a monthly payment to the Contractor. The County may inspect routine cleaning on the day of its performance at locations where it is required, to determine whether the Contractor has performed in accordance with the contract. Whenever the County determines that the Contractor has not performed in accordance with the contract and the Contractor fails to correct the non-performance within twenty-four (24) hours, a liquidated damage will be assessed using the Routine Cleaning Inspection Reports (Attachments E and F). A copy of the Routine Cleaning Inspection Report will be faxed to the Contractor for his/her follow-up and to ensure that corrective action has been taken.
- b. Unscheduled Projects: The Contractor will indicate on the invoices those cleaning and service activities performed by the Contractor only when instructed by the Contract Administrator. The invoice must list the contract number

and facility address, which is listed on the applicable quotation sheet. Failure of the Contractor to list the contract number may cause delay in payment of the invoices. The Contractor will submit a separate invoice per facility to Parking Maintenance Services upon satisfactory completion of all unscheduled projects at each facility. All invoices must be in accordance with the contract unit price as listed on the Quotation Sheet. Those invoices not acceptable to the County will be returned to the Contractor for correction. Verification of completion of all unscheduled project work will be a prerequisite for payment to the Contractor.

29. CONTRACTOR'S FACILITY

The Contractor must own or have leased at the time of bid submission, a business facility within the Montgomery County, with a local business telephone, that does not constitute a toll call on the part of the County, and where the County may call or visit between 7:00 a.m. and 4:00 p.m., Monday through Friday

30. LIQUIDATED DAMAGES

The County may inspect a facility on a daily basis to determine whether the Contractor has performed in accordance with the Contract. Whenever the County determines that the Contractor has not performed in accordance with the Contract, a liquidated damage will be assessed, using the attached Attachments A and B, Daily/Weekly Inspection Reports. The reports illustrate the percentage amount to be liquidated from the Contractor's invoices. There are percentages for each service required as part of this contract. If the Contractor provides no service at all the liquidated damage assessment will be 100% of the rate for each service. A copy of the Daily/Weekly Inspection Reports will be mailed to the Contractor for a follow-up and to ensure that corrective action has been taken.

31. SUSPENSION OF WORK BY COUNTY

a. Suspension For Cause - The County reserves the right to suspend for an indefinite period of time the performance of service by the Contractor of routine cleaning work in any facilities or any part thereof for reasons which may include, but not be limited to, the following:

- 1) Fire or other casualty which renders the facility or any part thereof unfit for occupancy or use immediately.
- 2) Interruption of facility services or systems, such as utilities, elevator, plumbing, electrical, heating/cooling systems, which render the facility or any part thereof unfit for occupancy or use immediately.
- 3) A Facility or any part thereof remaining vacant or unoccupied immediately by virtue of the County relocating the occupants to another facility; or performing remodeling, renovation, and /or construction with a facility or part thereof

b. Notice of Suspension of Work - The County will give notice of suspension of work and effective date as follows:

- 1) If work suspension is due to either 53.a.1 or 53.a.2, oral notice will be given within twenty-four (24) hours of the effective date; and written confirmation will follow.
- 2) If suspension is due to 53.a.3 above, written notice at least two (2) weeks in advance will be given prior to the effective date.

c. Reduction In Payment - Contractor will not receive payment during a suspension period. Reduction in payment during a suspension period will be calculated on the basis of the proportion of floor area covered in the work, suspension of the services for the entire facility, multiplied by the cost per square foot as listed on the Quotation Sheet.

32. RIGHT OF REFUSAL

The County may refuse to permit the Contractor to use any employee on the job, if it is deemed that the individual is unfit or unqualified to work at County facilities in any or all capacities.

33. ACCESS CONTROL

Access to the facilities will be as directed by the Contract Administrator or designee, Division of Parking Management.

- a. Keys and Locks - The Contractor must establish and implement methods of ensuring that all keys issued to the Contractor by the County are not lost or misplaced and are not used by unauthorized persons. No key issued to the Contractor by the County is to be duplicated. The Contractor must report the loss or duplication of keys to the Contractor Administrator.

In the event keys, other than master keys, are lost or duplicated, the County will provide new keys and charge the Contractor for re-keying or replacing the affected lock(s) or keys. In the event a master key is lost or duplicated, all locks and keys for that system will be replaced by the County. The cost for replacing the locks and keys will be at the Contractor's expense. It is the responsibility of the Contractor to prohibit the use of keys issued by the County to any persons other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to work in those areas. All keys must be returned to the County upon termination of service. Should the Contractor fail to return any keys, the County will replace the keys and new locks at the Contractor's expense.

- b. Lock Combination and Alarm Systems Codes - The Contractor must establish and implement methods ensuring that all lock combinations and alarm codes are not revealed to unauthorized persons.

34. SAFETY TO PERSONS AND PROPERTY

The Contractor will be responsible for all damages to persons or properties which occur as a result of negligence in connection with the prosecution of the work.

The Contractor must provide all necessary equipment for the protection of the facility, equipment, and occupants while performing any phase of the work. The Contractor will also train personnel to practice all safety precautions while performing any phase of the cleaning work to prevent injury to themselves, the occupants of the facility, or any damages to the facility or the equipment therein.

All the applicable safety, health, and fire regulations must be complied with and adhered to during the full term of this contract.

For all operations requiring the placing and movement of the Contractor's equipment, the Contractor will observe the exercise, and compel employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyances to our undue interference with the public and personnel.

All ladders or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations must be of solid construction, firm and stable and will be maintained in good condition. All such equipment must be moved into all areas where it is required, placed, shifted when necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property, and cause the least possible interference with the normal usage of such areas by the public or personnel.

The Contractor will be responsible for providing the public and County personnel with notice of and protection from certain hazards; this will include placement of signs, stanchions, ropes, or other barriers around all areas where the Contractor's activities make the area unsafe for normal use or where there have been leaks, spills, etc., that make the area unsafe.

The Contractor will ensure that employees wear proper footwear and vinyl or rubber gloves while performing custodial tasks on County premises.

A chart illustrating all universal warning symbols pertaining to hazardous substances and waste must be posted in each custodial closet and storage space. The County will supply the charts for the Contractor to place in these areas.

35. BLOOD BORNE PATHOGENS EXPOSURE CONTROL PLAN

The Contractor must adhere to all Federal, State and Local regulations for "House Keeping" of Contaminated Body Substance. These include: (Federal) Standard 29CFR 1910.1030: Occupational Exposure to Blood Borne Pathogens; (State) Annotated Code of Maryland- Title 26, Department of Environment, Subtitle 13- Disposal of Controlled Hazardous Substances – Chapter 11: Special Medical Wastes; (State) Annotated Code of Maryland – Title 26, Department of Environment, Subtitle 13-Disposal of Controlled Hazardous Substances – Chapter 12: Standards Applicable to Generators of Special Medical Waste; (State) Labor & Annotated Code of Maryland – Title 5, Occupational Safety & Health, Subtitle 3 -Part II: (5-308.1) -Health Care Worker's Safety; (Federal) 29 CFR 1913.10(b)(6)- 1904; Authorization and Procedures for Reviewing Medical Records; etc. The Contractor must provide a written "Exposure Control Plan" to the County, within ten (10) days after the date of the County's written notification of intent to Award a Contract. The Contractor's "Exposure Control Plan," must be modeled in strict accordance with OSHA Directive Number CPL 2-2.44 D ("Model Exposure Control Plan") as dated 11/05/99. The County's Division of Risk Management will determine if the Contractor's Exposure Control Plan is acceptable in terms of meeting the regulatory guidelines or not. Intended Awardee(s) that fail to submit an acceptable "Exposure Control Plan" within the required time as stated, will be considered non-responsive and subject to disqualification of their bid.

Contractor's employee's assigned work under the provisions of this contract agreement must have successfully completed the "Blood Borne Pathogens Training" prior to initiating any work on a County job site.

36. PERSONNEL AND SUPERVISION OF WORK

All work performed by the Contractor must be done in a manner satisfactory to the County. The Contractor must provide adequate supervision, and on-the-job training to ensure competent performance of the work and the Contractor or the authorized agent must make sufficient daily inspections to ensure that the work is done as required by the contract.

The Contractor's Supervisor must be literate and fluent in the English language.

The Contractor must provide a Custodial Supervisor who must have at least two (2) years of recent experience [within the past five (5) years] in directing cleaning operations in a supervisory capacity for buildings comparable to those in this Solicitation. The supervisor will be responsible for the competent performance exclusively for all work under this Solicitation and must make daily routine inspections to ensure that the work is performed as specified.

The Contractor must provide sufficient personnel to accomplish all required services on planned/approved schedules. The Contractor will be responsible for proper conduct of all Contract personnel while on County premises. The Contractor must not employ any person in or about the premises who will use improper language or act in a loud or boisterous manner. The Contractor agrees to dispense from assignment with the County the services of any employee whose conduct the County feels is detrimental to the County's best interests.

The Contractor must at all times, while work is being performed herein, have active, qualified, competent, and experienced supervisors satisfactory to the County, to supervise the Custodial services provided herein, and they will be authorized to represent and act for the Contractor. Unless otherwise identified in these specifications, the work invoiced in this Contract must be accomplished by personnel regularly employed by the Contractor. The Contractor must prohibit the employees from disturbing property on desks or any areas on County premises, from opening drawers of desks, tables, cabinets, etc., including using the telephone or any type of equipment that is not authorized.

If the County receives an unsuitable report on any contract employee or if the County finds a prospective employee unsuitable for assigned duties, the Contractor will be advised immediately that such employee cannot continue to work or be assigned under the contract.

37. SUPPLIES SPACE AND CLOSETS

The Contractor must store all supplies, materials and equipment in the storage areas and custodial closets or lockers designated by the County, on the County premises.

The Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations and to the satisfaction of the County. Cleaning materials must be stored and labeled in accordance with federal, state and local regulation. A chart illustrating all universal warning symbols pertaining to hazardous substances and waste must be posted in each custodial closet and storage space. The County will supply the posters for the Contractor to place in these areas. The Contractor will assume all risk of loss or damage to equipment stored in County space.

38. CLEANING SUPPLIES AND MATERIALS

The County will furnish all supplies and materials necessary to properly perform under this agreement.

39. CLEANING EQUIPMENT

All necessary cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial floor and upholstery vacuum cleaner and all necessary appliances, etc., needed for the performance of the work of this contract will be furnished by the Contractor.

Such commercial-type equipment will be used in this contract and no equipment will be used which is harmful to the building or their contents.

The Contractor must submit a list of all equipment that they propose to use in the performance of the work within ten (10) working days after the date of the County's written notification of intent to Award a Contract. The equipment must be of sufficient quality to meet or exceed requirements for cleaning as outlined in this contract. All equipment must be in good condition and properly maintained throughout the term of the contract.

END OF SPECIAL TERMS AND CONDITIONS (END OF SECTION B)

SECTION C - SPECIFICATIONS/SCOPE OF WORK

1. BACKGROUND/INTENT

Over the last thirty years, the County has contracted with agencies providing rehabilitation training programs to provide certain essential public services. The program has been very successful and currently there are over 155 individuals with severe disabilities who are trained in public service occupations.

The County's intent is to provide persons with developmental disabilities the opportunities to develop skills, confidence and the motivation necessary to become employed in the community. The trainees are providing essential public services and at the same time are involved in a supportive, success oriented training program.

The Contractor must be licensed by the State of Maryland as a provider of vocational training programs for individuals with developmental disabilities, and must maintain an office in Montgomery County to be eligible for an award under this solicitation.

The Contractor must provide capable trainees and adequate supervision to perform the scope of work included in this solicitation.

The Contractor must provide transportation for the trainees to and from the work sites, must develop work plans for each trainee, monitor and evaluate their job performance, provide ongoing instruction in job skills and safety, and follow-up support in job placement as appropriate.

The Contractor will provide a quarterly report to the Contract Administrator detailing the progress of all trainees in the program.

The Contractor's supervisors and trainees must not be accompanied in work training areas by an acquaintance, family member or assistance of any other person who is not a participant in the rehabilitation program.

The Contract Administrator may refuse to permit the Contractor to use any employee or trainee on the work site, if it is deemed that individual is unfit to work at a County facility in part or all capacities. In addition, access to the training sites, will be directed by the Contract Administrator or designee.

All trainees must be residents of Montgomery County.

2. CONTRACT REQUIREMENTS

The County intends to include the following facilities and square footage to this solicitation for the provision of custodial maintenance services in Montgomery County. The County reserves the right to adjust this list. The number of facilities and square footage area are for bid purposes only and actual quantities may vary.

| <u>LOCATION</u> | <u>DAYS</u> | <u>CLEANING HOURS</u> | <u>EST. AREA CLEANED</u> |
|--------------------------------------------------------------------------------------|--------------------|------------------------------|---------------------------------|
| b1. Silver Spring Sales Office 801 Ellsworth Drive, Gar. 61 Silver Spring, MD. | Tues. and Fri. | 7:00 AM. - 3:00 P.M. | 1,701 Square Feet |
| b2. Meter Shop 8110 Fenton Street Silver Spring, MD. | Tues. and Fri. | 7:00 AM. - 2:00 P.M. | 3,000 Square Feet |

3. SCOPE OF SERVICES

The Contractor will provide Custodial services at all County-owned and County-leased facilities shown on the Quotation Sheet and any future added facilities in the County.

A. CATEGORY OF CUSTODIAL SERVICES

There are two (2) basic categories of Routine Custodial Services and Unscheduled Projects to be performed by the Contractor under this contract.

1. Daily Custodial Tasks
2. Weekly Custodial Tasks
3. Unscheduled Projects
 - a. Stripping and Waxing Tile Floors
 - b. Carpet Cleaning

B. INSPECTION REPORT – Attachment A

Attached to and made a part of this document is the Inspection Report (Attachment A), which will serve as the basis for County Inspection of contractor's work. These guidelines reflect the acceptable results of all custodial tasks performed under this contract.

C. COMMENCEMENT OF CUSTODIAL SERVICES

Unless otherwise specified in the initial notice to proceed (after execution of the contract), such notice will state that the Contractor will begin within the time specified therein to provide custodial services in all the facilities listed in the Facility Listing.

D. ACCEPTANCE OF FACILITY

The Contractor must accept each facility as is upon commencement of the contract.

E. HOLIDAYS

Except where noted, the Contractor will not be required to provide services on the following County Holiday; (NOTE: WHEN SCHEDULED WEEKLY CUSTODIAL TASKS FALL ON A COUNTY HOLIDAY, THE CONTRACTOR WILL PERFORM THOSE TASKS ON THE WEEK DAY BEFORE OR AFTER THE HOLIDAY.)

| | | |
|----------------|------------------------|-----------------|
| New Year's Day | Martin Luther King Day | President's Day |
| Memorial Day | Independence Day | Labor Day |
| Veterans Day | Thanksgiving Day | Christmas Day |

Substitute Holidays: When a holiday falls on a Sunday, the following Monday will be designated as a substitute holiday. When a holiday falls on a Saturday, the proceeding Friday will be designated as the substitute holiday. Any variation to the above schedule will be provided to the Contractor.

F. ROUTINE CLEANING SCHEDULE

Required days and hours of routine cleaning for each facility are indicated under Contract Requirements provision 2 on page 13, exclusive of holidays.

G. QUALITY CONTROL AND INSPECTION

At the time the Contractor's work is inspected by the County, the appropriate form, as listed below, will be completed by the County Inspector on that date. At a designated location, agreed upon by the County and the Contractor, the County will deposit copies of all inspection reports each day, and the Contractor's supervisor will retrieve those reports timely, so as to remedy any deficiencies noted on the report during the next scheduled service day. The inspector will phone the Contractor's office relative to any deficiencies on the daily reports which the County feels the Contractor should learn about prior to receiving the Inspection Reports. Attached are examples of the County's Inspection Forms.

- 1) Daily Inspection Report (Custodial Services) - This form indicates the daily tasks to be performed by the Contractor in accordance with the daily custodial task stated in the Scope of Work. Each task is assigned a percentage value of the Contractor's daily rate. The percentage assigned to each task represents the amount which may be deducted from the daily rate if the task is not performed to contract standards on the day of inspection (Attachment A, page A1).
- 2) Weekly Inspection Report (Custodial Services) - This form outlines the weekly tasks to be performed by the Contractor. Each task has been assigned a percentage value of the Contractor's weekly rate. The percentages assigned to each task represent the amount which may be deducted from the Weekly rate if the task is not performed to Contract standard on the day of the inspection (Attachment B, page B1)

H. SIGN IN/OUT LOG

The County reserves the right to require the Contractor to log in and out at any contract location to verify the Contractor's employee's time at the site. The County will furnish the log.

I. FLOOR COVERING

The County may install or remove carpeting or hard floors from time to time and the Contractor must clean whatever floor is used or exposed.

J. WALK-OFF MATS

The County will furnish all walk-off mats. It is the Contractor's responsibility to keep the mats clean.

K. ROUTINE CLEANING

The Contractor is responsible for furnishing cleaning equipment, cleaning tools, appliances and labor in performing all custodial tasks identified as Routine Daily Cleaning and Weekly Cleaning tasks as stated in this contract.

The daily and weekly cleaning tasks reflect specific activities to be performed by the Contractor. The scope of service will be used at all of the facilities, County owned or leased as outlined in the contract. Following are the rooms, areas, spaces and furnishings to be serviced under this contract include but are not limited to: Entrance Lobbies, Corridors, Conference and Meeting Rooms, Lounges, Restrooms, Vending Areas, Shops, and Storage Areas. The County reserves the right to make changes through an amendment to this list at any time during the contract period.

All other areas, space and furnishings unless otherwise specifically stated.

L. DAILY CUSTODIAL TASKS

The following cleaning tasks will be performed by the Contractor on a Daily basis as defined in the Facility List or in future amendments, and in/or all rooms, areas, space and furnishing in facilities

specified in this contract. Failure to perform any of the duties on a daily basis will be liquidated in accordance with the attached Daily Inspection Report (Attachment A), which will be completed by the County upon inspection of the facilities.

- a. Collect and remove all litter in the facility. Empty all designated containers used in collection of recycled plastic, glass, metal and office paper. Empty containers into designated repository labeled for the specific recyclable, located within or near facility. Return emptied containers to original location and all soiled containers are to be damp wiped cleaned.
- b. Trash receptacles within the facility are to be emptied and receptacles outside the facility, within thirty feet (30') proximity of any entrance are to be emptied. Library book bins containing books for disposal would be considered as trash receptacles. Replace receptacle liners that are torn, soiled, or odorous; damp wipe the receptacle inside and out. All refuse from the facility is to be bagged and deposited at a location on the premises designated by the County. Refuse/Recycling containers are to be kept upright, lids secured, doors closed/locked; and refuse collection area is to be kept clean of debris.
- c. All carpeted areas are to be vacuumed.
- d. Spot clean carpet to remove stains, gum, and soil. "Spots" will be defined as soiled area no larger than twenty-four (24") inches in diameter.
- e. Restroom doors are to be propped open when cleaned and a sign indicating "Caution Wet Floor" is to be placed in doorway.
- f. Apply disinfectant solution to all basins and counter top surfaces; hardware is to be rinsed. Wipe all metal or hardware dry.
- g. Apply germicidal detergent solution to basins, face bowls, lab sinks, urinals and commodes, inside and out; and wall areas around the fixtures; a bowl mop is to be used to clean inside the commodes and urinals. Fill all paper and soap dispensers; (if no soap dispenser is present, bar soap is to be used), fill all sanitary dispensers.
- h. Clean all partitions and both sides of restrooms entrance/exit door with damp cloth. Remove all debris attached to the ceiling. Use additional germicidal detergent solution to mop the floors, particularly around the urinals; re-mop to pick up the solution. Scrub pad or brush is to be used to clean along the walls or hard to reach areas.
- i. Pour germicidal solution into floor drains to prevent odors
- j. Using a wet mop and neutral detergent solution and clean water, mop non-carpeted floor areas clean of obvious soil; remove gum.
- k. Dust mop non-carpeted floors with treated dust mop; sweep floor if soil is wet or heavy.
- l. All dispensers for soap, paper, and sanitary products are to be kept filled.
- m. Using a cloth with germicidal solution, clean all water fountains and wipe surface dry.
- n. In weight rooms and conditioning rooms, wipe all benches and other furniture surfaces with cloth and

germicidal solution.

- o. With damp cloth and neutral detergent, spot clean walls, doors, door kick plates, handrails and all vertical surfaces, from floor to height of eight (8') feet.
- p. Mirrors are to be cleaned of smudges, smears, and soil with cloth and glass cleaner. Glass in interior partitions and entrance areas must be cleaned from floor to height of eight (8') feet.
- q. Wipe clean all phone sets, tables and counter tops with germicidal disinfectant.
- r. Replace furniture in original location upon completion of the task being performed.
- s. The vending company cleans vending machines however, the Contractor is responsible for cleaning areas around the machines. Vending machines do not have to be moved for cleaning.
- t. Maintenance and Security Deficiencies - The Contractor must report immediately to the Contract Administrator or designee any irregularities in any areas serviced, regarding lighting, furniture, broken doors or windows, dispensing equipment in restroom, or any other condition that may require attention for repair, adjustment, or replacement, or correction. Contractor is to inspect for fire hazards, turn off designated lights, reset alarms as required, and lock all designated doors, and windows at the end of the cleaning shift as per instruction of the Contractor Administrator.

M. WEEKLY CUSTODIAL TASKS

The following cleaning tasks will be performed by the Contractor on a weekly basis, and in/or all rooms, areas, space, and furnishings in facilities specified in this contract. Failure to perform any of these tasks on a weekly basis will be liquidated in accordance with the attached Weekly Inspection Report (Attachment B) which shall be completed by the County upon inspection of the facilities.

- a. Spray buff hard floors (e.g., vinyl, linoleum and/or ceramic) to restore finish; dust mop after buffing. (Wood and concrete floors are excluded from this task)
- b. Vacuum corners, vents, grates, crevices, ceiling diffusers, and all areas that are not reached during daily routine cleaning.
- c. Dust desk tops, sills, ledges, shelves, bookshelves, blinds, furniture, and all horizontal and vertical surfaces. Contractor will only be responsible for those areas unoccupied by books, displays and free of obstacles covering the surface to be dusted. Contractor will not be limited by height of areas to be dusted.
- d. Vacuum all fabric-covered furnishings.
- e. Clean all door tracks and crevices by vacuuming followed by scraping, brushing, or washing to remove all dust and soil.

N. UNSCHEDULED PROJECTS SCHEDULE

The frequency of various unscheduled project work items is estimated to be performed twice a year in some facilities and substantially more in other facilities, however, the County reserves the right to issue unscheduled projects, less or more or as needed at intervals throughout the Contract year. The Contractor may utilize a subcontractor to perform any/all unscheduled projects work issued by the County.

- a. Request for Unscheduled Work-Requests for unscheduled project work may be made verbally to the Contractor and followed up in writing by the County using the Unscheduled Request form.
- b. Time for Completion- The Contractor must complete all requests for unscheduled project work within (15) days after receipt of such requests(s). The Contractor shall not begin work until authorized to do so by the Contract Administrator or designee. Unscheduled project work may be performed during hours when routine cleaning is being performed so long as such unscheduled work does not conflict with routine cleaning and is not being done by the custodial worker performing the required routine cleaning; or may be done during any other hours as approved by the County, i.e., when the facility is not in use by the occupants or public, such as weekends and holidays.

O. UNSCHEDULED PROJECTS SPECIFICATIONS

These unscheduled project specifications reflect specific methods to be used by the Contractor to accomplish each project.

- a. Floor Stripping and Waxing- The job of floor waxing includes the cleaning and applying of finish to asphalt, rubber, vinyl, terrazzo, marble, brick, quarry tile and linoleum floor surfaces. (Finishing of wood and concrete floors is not required in this specification).
 1. Remove movable furniture including movable partitions from area necessary to perform the work.
 2. Sweep the floor thoroughly and remove all gum, tar, and soil.
 3. Stripping_-Remove all old finish or wax from floors using a floor stripper. Stripper is to be applied with a mop, scrubbed with an electrical polishing machine with scrub brush or a medium grade stripping pad. Stubborn soil such as gum, rust, bums, etc., shall be removed using hand tools. Corners and other areas that the polishing machine cannot reach will be cleaned by hand. Baseboards, walls, doors and furniture will be protected while performing this task. Stripping solution will be taken up and the floor rinsed twice with clean water to remove all traces of stripper and old wax. Do not flood floor with water; use only amount of water needed for a good rinse. Floor will be allowed to dry thoroughly before applying finish. All floors stripped of wax must be finished same day. NOTE: "Caution -Wet Floor" sign must be displayed in easily visible locations when performing this task.
 4. Finishing_-Apply a minimum of three coats of undiluted, non-slip floor finish, allowing sufficient drying time between each coat. The last coat should be applied up to, but not touching, the baseboard. All other coats should be applied to within four inches of baseboard.
 5. After thorough drying of floor finish, replace furniture to original location.

- b. Carpet Cleaning – The County requires the Contractor to clean carpeting by use of the water extraction method. Any other methods will not be acceptable.
1. Remove movable furniture including movable partitions from area, so carpeting underneath can be cleaned.
 2. Vacuum all carpeting to be cleaned.
 3. Using a hand sprayer with concentrated carpet shampoo, spray traffic areas and heavily soiled areas.
 4. Extraction machine is to be filled with carpet cleaning solution.
 5. Exercise care so as that baseboards, walls, doors and furniture are not sprayed or soiled. Do not flood carpet with excessive amount of water
 6. Pick-up solution with suction motion and repeat throughout the area to be cleaned, including areas where furniture rested.
 7. Replace furniture to original location. Should carpet be damp, Contractor must provide and place paper coasters under furniture legs/feet.

END SPECIFICATIONS AND/OR SCOPE OF WORK (END OF SECTION C)

Attachment A

DAILY INSPECTION REPORT – CUSTODIAL SERVICES

FACILITY: _____ DATE: _____ Time: _____

CONTRACTOR: _____ INSPECTOR: _____

If these tasks are not performed Daily, the following percentages will be deducted from the Contractor's Daily rate:

| ROUTINE CLEANING TASK | % OF FACILITY PRICE PER DAY |
|----------------------------------------------------------------------------------------------------|-----------------------------|
| 1. Vacuum carpet and spot clean. Note: | 15% |
| 2. Sweep, dust mop, wet mop hard floors. Note: | 10% |
| 3. Trash/Waste receptacles, recycle items Note: | 25% |
| 4. Damp mop with germicidal solutions, smudges, fountains, phones, tables, and counter tops. Note: | 10% |
| 5. Mirrors, glass, paper and soap (in areas other than restroom) Note: | 5% |
| 6. Vending areas, custodial closet Note: | 5% |
| 7. Restrooms: clean, stock, disinfect Note: | 30% |
| 8. No Service: Note: | 100% |

Comments: _____

Attachment B

WEEKLY INSPECTION REPORT – CUSTODIAL SERVICES

FACILITY: _____ DATE: _____ Time: _____

CONTRACTOR: _____ INSPECTOR: _____

The following percentages will be deducted from the Contractor's weekly rates; if these task are not performed.

| ROUTINE WEEKLY TASK | % OF FACILITY PRICE PER WEEK |
|---------------------------------------------------------------------------------|------------------------------|
| 1. Spray buffing Note: | 40% |
| 2. Vacuum vents, grates, crevices, ceiling diffusers. Note: | 10% |
| 3. Vacuum of fabric covered furnishings: Note: | 10% |
| 4. Dusting of furniture and building vertical and horizontal surfaces. Note: | 20% |
| 5. Clean door tracks and crevices Note: | 10% |
| 6. No Service Provided: Note: | 100% |

Comments: _____

Attachment C

Wage Requirements for Services Contract **Addendum to The General Conditions of Contract Between County and Contractor**

- A. This contract is subject to the Wage Requirements Law, found at Section 11B-33A of the Montgomery County Code ("WRL" or "11B-33A"). A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the WRL, subject to the exceptions for particular contractors noted in 11B-33A (b) and for particular employees noted in 11B-33A (f).
- B. Conflicting requirements (11B-33A (g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. A nonprofit organization that is exempt from the WRL under 11B-33A (b)(3) must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees. Section 11B-33A (c)(2).
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirement in 11B-33A.
- E. Each contractor and subcontractor covered under the WRL must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices approved and/or supplied by the County, informing employees of the wage requirements. Section 11B-33A (h).
- F. An employer must comply with the WRL during the initial term of the contract and all subsequent renewal periods, and must pay the adjusted wage rate increase required under 11B-33A (e)(2), if any, which is effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right, or filing a complaint of a violation, under the WRL.
- H. The sanctions under Section 11B-33 (b), which apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements of the WRL.
- I. The County may assess liquidated damages for any noncompliance by contractor or its subcontractor with the WRL based on the rate of 1% per day of the total contract amount, or the estimated annual contract value of a requirements contract, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. If the County determines, as a result of a WRL audit that the Contractor has violated requirements of the WRL, including but not limited to the wage requirements, the County will assess the Contractor for the cost incurred by the County in conducting the audit. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action against the violating contractor or subcontractor enforce the payment of wages due under the WRL and recover from the Contractor or subcontractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation by the Contractor or subcontractor arising from the employee asserting any right, or filing a complaint of violation, under the WRL.
- J. The County has established a program of random audits to assure compliance with the WRL. The Director may conduct an on-site inspection(s) for the purpose of determining compliance. Some of the documents that may be required during an audit are listed on the Wage Requirements Law FAQ web page: <http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>
- K. The Contractor is in breach of this contract if the Contractor fails to submit timely documentation demonstrating compliance with the WRL to the satisfaction of the Director, including: the Wage Requirements Law Payroll Report Form (PMMD-183), which is required to be submitted by the end of the month (January, April, July, October) following each quarter; documents requested in conjunction with a random or compliance audit being conducted by the County; or documents otherwise requested by the Director. In the event of a breach of contract under this paragraph, or for any other violation of the WRL, the County may

Informal #1064120

assess against, or withhold from payment to, Contractor, the liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

- L. For any questions, please contact the Wage Requirements Law Program Manager at 240-777-9918 or WRL@montgomerycountymd.gov .

[Remainder of Page Intentionally Left Blank]

Wage Requirements Law Certification

(Montgomery County Code, Section 11B-33A)

| | | | | | |
|----------------|--|------------|--|----------|--|
| Business Name | | | | | |
| Address | | | | | |
| City | | State | | Zip Code | |
| Phone Number | | Fax Number | | | |
| E-Mail Address | | | | | |

Provide, in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the County's Wage Requirements Law, unless exempt under Section 11B-33A (b) (see Section B. below):

| | | | | |
|----------------|--|------------|-------|--|
| Contact Name | | | Title | |
| Phone Number | | Fax Number | | |
| E-mail Address | | | | |

In the event that you, the "Offeror," are awarded the contract and become a Contractor, YOU MUST MARK ☒ or ☒ in ALL BOXES BELOW that apply.

☐ A. Wage Requirements Compliance

This Contractor, as a "covered employer", will comply with the requirements under County Code Section 11B-33A, "Wage Requirements" ("Wage Requirements Law" or WRL). Contractor and its subcontractors will pay all employees not exempt under the WRL, and who perform direct measurable work for the County, the required wage rate effective at the time the work is performed. The offer price(s) submitted under this solicitation include(s) sufficient funds to meet the requirements of the WRL. A "covered employer" must submit (preferably via email) quarterly (by the end of January, April, July, and October for the quarter ending the preceding month) certified payroll records for each payroll period and for all employees of the contractor or a subcontractor performing services under the County contract governed by the Wage Requirements Law, to the Division of Business Relations and Compliance, Attn: Wage Requirements Law Program Manager. These payroll records must include the following: name; position/title; gender/race (for contracts awarded after October 1, 2015); daily straight-time hours worked; daily overtime hours worked; straight-time hourly pay rate; overtime hourly pay rate; both employer and employee share of health insurance premium; and total gross wages paid for each period. A sample of the Payroll Report Form can be found at the link below.

(<http://www.montgomerycountymd.gov/PRO/DBRC/WRL.html>). In lieu of the quarterly Payroll Report Form, payroll registers generally satisfy the requirement. Late submission or non-submission of this information, or any other violation of the WRL, may result in the County withholding contract payments and additional actions by the County, including but not limited to: assessing liquidated damages, terminating the contract, or otherwise taking action to enforce the contract or the Wage Requirements Law. The Contractor must ensure that NO Social Security number of any person, other than the last four digits, is included on the quarterly report.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from Section 11B-33A, "Wage Requirements," because it is:

1. Reserved – [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed, has received less than \$50,000 from the County in the most recent 12-month period, and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b)(1);
- ☐ 3. a public entity. Section 11B-33A (b)(2).
- ☐ 4. a non-profit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 11B-33A (b)(3) (**must complete item C below**).
- ☐ 5. an employer expressly precluded from complying with the WRL by the terms of any federal or state law, contract, or grant. Section 11B-33A (b)(7) (**must specify the law, or furnish a copy of the contract or grant**).

☐ C. Nonprofit Wage & Health Information

This Contractor is a non-profit organization that is exempt from coverage under Section 11B-33A (b)(3). Accordingly, the contractor has completed the 501 (c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 11B-33A (c)(2).

☐ D. Nonprofit's Comparison Price(s) (if desired)

This Contractor is a non-profit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blanket-cost quotation sheet on which it is submitting its price(s) in the RFP, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the WRL. For proposal evaluation purposes, this price(s) will be compared to price(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the WRL. This revised information on the duplicate cost sheet must be clearly marked as your nonprofit organization comparison price(s). In order for the County to compare your price(s), the revised information on the duplicate cost sheet must be submitted with your offer on or before the offer opening date, must show how the difference between your nonprofit organization price(s) and other organization comparison price(s) was calculated. Section 11B-33A (c)(2).

☐ E. Sole Proprietorship

Sole Proprietorships are subject to the WRL. In order to be excused from the posting and reporting requirements of the WRL, the individual who is the sole proprietor must sign the certifications below in order to attest to the fact that the Sole Proprietorship:

- (1) is aware of, and will comply with, the WRL, as applicable;
- (2) has no employees other than the sole proprietor; and
- (3) will inform the Montgomery County Office of Business Relations and Compliance if the sole proprietor employs any workers other than the sole proprietor.

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

| | | | |
|--------------------------|--|----------------------------------|--|
| Authorized Signature | | Title of Authorized Person | |
| Typed or printed name | | Date | |

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

* IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

Attachment D

MONTGOMERY COUNTY, MARYLAND
MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

A. Individual assigned by Contractor to ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

B. This Plan covers the life of the contract from contract execution through the final contract expiration date.

C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.

D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business(s) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor :

This subcontractor will provide the following goods and/or services:

2. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

| | | |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN | DISABLED PERSON |
| FEMALE | HISPANIC AMERICAN | NATIVE AMERICAN |

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

3. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

| | | |
|------------------|-------------------|-----------------|
| AFRICAN AMERICAN | ASIAN AMERICAN | DISABLED PERSON |
| FEMALE | HISPANIC AMERICAN | NATIVE AMERICAN |

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

4. Certified By: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet, that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation throughout the life of the contract or the basis for a full waiver request.

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Cherri Branson
Office of Procurement

Date: _____

Director
Cherri Branson
Office of Procurement

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Cherri Branson, Director, Office of Procurement

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:
The Contractor must notify the Director, Office of Procurement of any proposed change to the Subcontractor Performance Plan.

Informal #1064120
Attachment E

MANDATORY INSURANCE REQUIREMENTS –

***API-10 Custodial Services Using The Disabled (Capable Vocational Trainees and Supervisors)
For Meter Shop & Silver Spring Sales Office***

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (sub-contractors) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Crime / Employee Dishonesty / Fidelity Bond

A Crime or Fidelity Bond in the amount of **\$20,000**. Bond must cover all employees performing within the scope of services described herein. The bond shall cover loss due to dishonest acts of employees and/or failure to faithfully perform duties, extended theft and mysterious disappearance. The bond must not carry a deductible. Bond or policy shall include coverage for third party fidelity and name the County as loss payee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees, must be included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Parking Management / Anthony Ravello
1109 Spring St, Ste. 407
Silver Spring, Maryland 20910